

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No.  01		3. Effective Date  2004JAN27		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBA TERA SINCLAIR (586)574-8901 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SINCLAIT@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451  SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  CATERPILLAR INC. DEFENSE & FEDERAL PRODUCTS 100 N E ADAMS PEORIA, IL. 61602-1324  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-99-D-S006/0156	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2004JAN21	
Code 11083		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 7							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) J. CHECK-SANCHEZ CHECKSAJ@TACOM.ARMY.MIL (810)574-8283			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004JAN27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-99-D-S006/0156 <b>MOD/AMD</b> 01	<b>Page</b> 2 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> CATERPILLAR INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. Contractor is authorized to accelerate performance at no additional cost to the government.
2. Inspection and Acceptance will be at origin. The address, POC, phone and fax numbers are as follows:

XPAC

6409 W. Smithville Rd.

Bartonville, IL 61607

POC: Lynne Allen

Phone: 309-697-0250

Fax: 309-578-6130
3. The following FAR clauses are hereby added as a result of changing Inspection and Acceptance from destination to source:

52.246-2

Inspection of Supplies - Fixed Price

52.247-48

F.O.B. Destination - Evidence of shipment (Deviation)

52.246-4005

Inspection and Acceptance points: Origin

\*\*\* END OF NARRATIVE A 002 \*\*\*

**Name of Offeror or Contractor:** CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<p><u>PRODUCTION QUANTITY</u></p> <p style="text-align: right;">1</p> <p>NOUN: ARMOR PLATE            PRON: EH492461EH    PRON AMD: 04    ACRN: AA            AMS CD: 070011</p> <p><u>Packaging and Marking</u>            PACKAGING/PACKING/SPECIFICATIONS:                  C/C IAW CAT COMMERCIAL PKG            UNIT PACK: 1            INTERMEDIATE PACK: DELETED            LEVEL PRESERVATION: Commercial            LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin    ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC                            SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>                  001    W56HZV33303228    W25G1U    J                            3  <u>DEL REL CD</u>            <u>QUANTITY</u>            <u>DEL DATE</u>                  001                            1                            12-APR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (W25G1U)    XU TRANSPORTATION OFFICER                          DDSP NEW CUMBERLAND FACILITY                          BUILDING MISSION DOOR 113 134                          NEW CUMBERLAND            PA 17070-5001</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u>            DAAE07-99-D-S006/0156</p>		EA	\$ 1,533.00000	\$ 1,533.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-99-D-S006/0156 <b>MOD/AMD</b> 01	<b>Page</b> 4 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> CATERPILLAR INC.		

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
I-2 CHANGED	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

XPAC  
6409 W. Smithville Rd.  
Bartonville, IL 61607

POC: Lynne Allen  
Phone: 309-697-0250  
Fax: 309-578-6130

[End of Clause]

I-3 ADDED	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	JUL/1995
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(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]